

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In Re:

Case No. 18-35831 (CGM)

ANTHONY GRAMAZIO D/B/A
ELECTRONIC EYES INC,

CHAPTER 7

Debtor.

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AFFIRMATION IN OPPOSITION

F. BRYAN PAZ, of Greher Law Offices, P. C., an attorney duly admitted to practice law in the State of New York and before the Federal District Court for the Southern District of New York, alleges under the penalties of perjury as follows:

1. I am the attorney for the debtor in the above-captioned matter.
2. Unless otherwise stated, this affirmation is based upon a review of the debtor's file maintained in our office and conversations had with the debtor.
3. This affirmation is in opposition to the §362 Motion for Relief, returnable before this Court on May 21, 2019.
4. The debtor denies that he is or should be behind on his mortgage payments.
5. While debtor's mortgage was originally with Chase, debtor was always current on his mortgage payments with Chase.
6. At the point in time that Chase transferred debtor's mortgage to Seterus, Inc., debtor's mortgage payments became no longer current due to no fault of the debtor.
7. A representative of Seterus, Inc. advised debtor that he should not make a mortgage payment until he received the "welcome package" from Seterus. The "welcome package" did not come for several months and Seterus regularly refused to accept mortgage payments from him.

8. At or about this point in time, in early 2017, debtor now was six (6) payments in arrears due to the delay of the "welcome package". At this point in time, debtor worked out an agreement with Seterus that it would take six (6) monthly payments directly out of his bank account in order to reinstate the mortgage.

9. On or about June 1, 2017, when the sixth payment was to be automatically taken by Seterus, they inexplicably failed to do so. The debtor contacted Seterus to inquire as to why the sixth payment was not deducted or taken and received no legitimate response. It is debtor's belief that Seterus wanted to avoid having his mortgage being reinstated.

10. Subsequent thereto, Seterus transferred debtor's mortgage to Selene, believed to be the current mortgage holder and/or servicer. Selene has indicated to debtor that it would not accept his monthly mortgage payments.

11. Given the circumstances hereinabove, debtor respectfully requests that the Court deny the creditor's Motion for Relief from the Automatic Stay in its entirety, together with such other and further relief that the Court deems just and proper.

Affirmed: May 20, 2019

s/ F. Bryan Paz

F. BRYAN PAZ

STATE OF NEW YORK)

COUNTY OF ORANGE) ss.:

I, Amy L. Becker, being sworn, say: I am not a party to the action, am over 18 years of age and am employed at Greher Law Offices, 1161 Little Britain Road, Suite B, New Windsor, Orange County, New York.

On May 20, 2019, I served the annexed Affirmation in Opposition by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York State, addressed to the following person and or Presidents of the companies at the last known address set forth after the name:

KRISTA M. PREUSS-TRUSTEE (VIA ECF)

OFFICE OF THE US TRUSTEE (VIA ECF)

FRIEDMAN VARTOLO (VIA ECF)

SELENE FINANCCE LP AS SERVICER FOR
NJCC-NYS COMMUNITY RESTORATION FUND LLC
ATTN PRESIDENT
9990 RICHMOND AVE - STE 400
S HOUSTON TX 77042

s/ Amy L. Becker

Amy L. Becker

*Sworn to before me on
May 20, 2019*

s/ F. Bryan Paz

Notary Public

F. Bryan Paz
Notary Public, State of New York
No. 02PA5071559
Qualified in Orange County
Commission Expires Jan. 13, 2023